show, however, that the tariffs showed a charge ten per cent higher for assuming liability as imposed by the common law, than for that subject to all the terms of the uniform bill of lading.

It may be doubted whether the Federal Supreme Court will agree with the instant case, though a distinction may be made in such case as *C. N. O. & T. P. R. Co.* v. *Rankin,* 241 U. S. 319, on the ground that the bill of lading there expressly recited two alternate rates based on different values. It is notable that the instant case was decided in New York, which has been extreme in interpreting contracts in favor of the carrier. See 8 MICH. L. REV. 531, 9 Id. 233.

CARRIERS—PERSONAL ASSISTANCE TO ALIGHTING PASSENGER.—The plaintiff, a female passenger on the defendant's road, slipped and fell while descending the car steps with a satchel and was injured. She alleged that the fall was occasioned, first, by a failure of the defendant's employees to take her satchel and carry it down the steps for her, and to assist her down, and secondly, by reason of the fact that the step rubber was worn smooth. She did not request any assistance, although several employees were present and saw her start to descend. The case was submitted to the jury on both of the above issues of negligence, and a verdict was rendered for the plaintiff and judgment entered in the lower court. Defendant appealed. *Held,* that there was no duty on the part of the defendant's employees, under the circumstances, to assist the plaintiff in alighting, and that there was not sufficient evidence to sustain the issue of the defective condition of the rubber matting. Judgment reversed and entered in favor of the defendant. *Chicago etc. Ry Co.* v. *Wisdom* (Tex., 1919), 216 S. W. 241.

The carrier must provide for the safe carriage of the passenger "as far as human care and foresight will go." *Christie* v. *Griggs,* 2 Camp. 79; *Stokes* v. *Saltonstall,* 13 Pet. (U. S.) 181. The carrier is also bound to provide safe and convenient modes of access and egress from its vehicles, and will be liable for negligence in this respect. *W. & G. Ry. Co.* v. *Harmon,* 147 U. S. 571; *Traphagen* v. *Erie Ry. Co.,* 73 N. J. L. 759; *McGee* v. *The Mo. Pac. Ry. Co.,* 92 Mo. 208; *Besecker* v. *Delaware, L. & W. Ry. Co.,* 220 Pa. St. 507. The usual rule in relation to boarding or alighting passengers is, that in the absence of circumstances showing that a passenger requires assistance, there is no duty to assist. *Younglove* v. *Pullman Co.,* 207 Fed. 797; *Burge* v. *St. L. etc. Ry. Co.,* 193 Ill. App. 492; *Hawes* v. *Boston El. Ry. Co.,* 192 Mass. 324; *Selby* v. *Detroit Ry. Co.,* 122 Mich. 311; *Hanlon* v. *N. J. Central Ry. Co.,* 187 N. Y. 73. But see *Dawdy* v. *Hamilton etc. Ry. Co.,* 5 Ont. L. 92, *contra.* However where the carrier's employees render assistance, even where it is not necessary, it will be liable for any negligence in this rendition. *Younglove* v. *Pullman Co., supra; Ray* v. *Chicago etc. Ry. Co.,* 163 Ia. 430; *Hanlon* v. *N. J. etc. Ry. Co., supra; Werner* v. *Chicago etc. Ry. Co.,* 105 Wis. 300; 17 MICH. L. REV. 270. While the above rules are correct as general rules, they leave a large field open as to what circumstances will be sufficient to raise a duty to assist a passenger in boarding or alighting from a railway

car. In the case of an old, crippled, sick, or infirm passenger, where this condition was apparent to the carrier's employees, or would be apparent to them in the reasonable exercise of their duties, it becomes the duty of the carrier to furnish assistance. *St. Louis etc. Ry. Co.* v. *Lee,* 37 Okla. 545; *Central of Ga. Ry. Co.* v. *Madden,* 135 Ga. 205; *Mitchell* v. *Ry. Co.,* 161 Ia. 100. Also it is the duty of the carrier to assist a passenger, where he is called upon to board or alight from a train away from the station, or at a dangerous and unusual place. *W. & A. Ry. Co.* v. *Voils,* 98 Ga. 446; *M. & C. Ry. Co.* v. *Whitfield,* 44 Miss. 466; *Cartwright* v. *Chicago & G. T. Ry. Co.,* 52 Mich. 606. In *Hasbrouck* v. *N. Y. C. & H. R. Ry. Co.,* 202 N. Y. 363, the court said, as *dicta,* that it was the duty of the carrier to assist a woman in alighting, who was travelling with heavy hand luggage. Whether or not it is negligence under all the circumstances, to fail to assist a passenger in alighting, is a question of fact for the jury. *Traction Co.* v. *Flory,* 45 Tex. Civ. App. 233; *So. Ry. Co.* v. *Reeves,* 116 Ga. 743; *Central of Ga. Ry. Co.* v. *Madden, supra.* The court in the principal case laid much stress on these facts: that the paintiff was a healthy young woman accustomed to travel, that she requested no assistance with her hand bag, and also that women resent the laying of hands on their person under any pretense. In view of the above cases it would seem that there was much force in the dissenting opinion in holding that this was properly a question for the jury, and should at the most, only reverse and remand the case for a new trial, instead of rendering a judgment for the defendant in this court.

CARRIERS—TERMINATION OF RELATION—ASSAULT BY MOTORMAN.—A negro passenger who was getting off at the front end of a street-car refused to close the door when told to do so by the motorman. The latter used language which is somewhat deleted in the report, followed the negro a few steps away from the car, and hit him over the head with the "controller." *Held,* the company was not liable for the assault, since the relation of carrier and passenger had been terminated. *Willingham* v. *Birmingham Ry. Lt. & Power Co.,* (Ala., 1919) 83 So. 95.

The weight of authority in this country is probably in accord with the decision of the court. *Hanson* v. *Urbana Ry.,* 75 Ill. App. 474; but see *Wise* v. *Covington St. Ry. Co.,* 91 Ky, 537, *contra.* For discussion of the question involved see 18 MICH. L. REV. 231; 17 L. R. A. (N.S.) 764; 51 L. R. A. (N.S.) 899; ANN. CAS. 1915 C 1223; Id., 1916 E 998.

DEEDS—DELIVERY.—Grantor deposited deed with third person to keep until the death of either grantor or grantee and then to deliver to the survivor. *Held,* delivery is not effectual for it was conditional and not absolute. *Stove* v. *Daily,* (Cal., 1919) 185 Pac. 665.

See *supra,* 18 MICH. L. REV. 330.

DEEDS—DELIVERY TO GRANTEE NOT ABSOLUTE.—In an action on a fire insurance policy, it was contended by the insurance company that the policy had become null and void because of the violation of the common provision with reference to a change in title of the insured property. It appeared that